

EXHIBIT C

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v.

Plaintiff,

Defendant.

Case No.:

~~MODEL STIPULATED PROTECTIVE ORDER (for standard litigation)~~

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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IN RE: SOCIAL MEDIA ADOLESCENT
ADDICTION/PERSONAL INJURY
PRODUCTS LIABILITY LITIGATION

Case No. 4:22-MD-03047-YGR

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MDL No. 3047

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v.

Plaintiff,

Defendant.

STIPULATED [PROPOSED]
PROTECTIVE ORDER

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This Document Relates to:

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ALL ACTIONS

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1. PURPOSES AND LIMITATIONS

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Disclosure and discovery activity in this ~~action~~ Action are likely to involve production of confidential, proprietary, or trade secret, commercially sensitive, personal health and/or educational, and/or other private information for which special protection from public disclosure and from use for any purpose other than prosecuting this ~~litigation may be~~ Action is warranted. Accordingly, the parties Parties hereby stipulate to and petition the ~~court~~ Court to enter the following Stipulated Protective Order. The parties Parties acknowledge that this Stipulated Protective Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it

1 affords from public disclosure and use extends only to the limited information or items that are
 2 entitled to confidential treatment under the applicable legal principles. ~~The parties further
 3 acknowledge, as set forth in Section 12.3, below, that Liaison Counsel for Plaintiffs and Defendants
 4 are responsible for ensuring that all Parties added to this Action after this Stipulated Protective Order
 5 is entered are informed of their obligations hereunder. Unless otherwise stated, all periods of time
 6 provided for in this Stipulated Protective Order does not entitle them to file confidential information
 7 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards
 8 that will be applied when a party seeks permission from the court to file material under seal.2 are
 9 calculated as calendar days.~~

10 **2. DEFINITIONS**

11 2.1 Action: Action shall refer to the actions currently included in MDL No. 3047, any
 12 other action hereafter added or transferred to MDL No. 3047, and all actions later remanded to their
 13 respective transferor courts from MDL No. 3047.

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation ~~of~~
 15 ~~information or items or non-designation of Disclosure or Discovery Material~~ under this Stipulated
 16 Protective Order.

17 2.3 Competitive Decision-Making: the action or process of making a business decision
 18 or resolving a non-legal question relating to a competitor, potential competitor, customer, or
 19 distribution partner regarding contracts, marketing, pricing, service development or design, product
 20 or service offering, research and development, mergers and acquisitions, or licensing, acquisition,
 21 funding or enforcement of intellectual property. It does not include legal advice provided in
 22 connection with litigation, potential litigation, or regulatory matters, nor does it include work
 23 performed as part of a trial team or to keep management advised on the progress or status of
 24 litigation, potential litigation, or regulatory matters.

25 2.4 “CONFIDENTIAL” Information or Items: ~~information (regardless of how it is~~
 26 ~~generated, stored or maintained) or tangible things that~~ Protected Material: Disclosure or Discovery
 27 Material that would qualify for protection under Federal Rule of Civil Procedure 26(c).

1 2.5 2.3Counsel (without qualifier): Outside Counsel ~~of Record~~and House Counsel (as
2 well as their support staff).

3 2.6 Designated House Counsel: House Counsel who have responsibility for managing
4 this action and who seek access to “HIGHLY CONFIDENTIAL (COMPETITOR)” information in
5 this matter.

6 2.7 2.4Designating Party: a Party or Non-Party that designates ~~information or items~~
7 Disclosure or Discovery Material that it produces in disclosures or in responses to discovery as
8 “CONFIDENTIAL.”” or “HIGHLY CONFIDENTIAL (COMPETITOR).”

9 2.8 2.5Disclosure or Discovery Material: all items or information, regardless of the
10 medium or manner in which it is generated, stored, or maintained (including, among other things,
11 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
12 responses to discovery in this matter.

13 2.9 2.6Expert: a person with specialized knowledge or experience in a matter pertinent to
14 ~~the litigation~~this Action who (1) has been retained by a Party or its counsel to serve as an expert
15 witness or as a consultant in this ~~action~~Action, (2) is not a current employee of a Party, and (3) at
16 the time of retention, is not anticipated to become an employee of a Party.

17 2.10 “HIGHLY CONFIDENTIAL (COMPETITOR)” Protected Material: Protected
18 Material the disclosure of which to another Party or Non-Party would create a substantial risk of
19 serious harm that could not be avoided by less restrictive means.

20 2.11 2.7House Counsel: attorneys who are employees of a ~~party~~Party to this
21 ~~action~~Action. House Counsel does not include Outside Counsel ~~of Record~~or any other outside
22 counsel.

23 2.12 Insurance Representative: An employee or outside counsel of a liability insurer who
24 may provide coverage to a Defendant in this Action, who has a need to know “CONFIDENTIAL”
25 Protected Material in order to fulfill a duty to defend or evaluate a potential coverage obligation,
26 and whose need to know “CONFIDENTIAL” Protected Material cannot be satisfied by disclosure
27 to a previously authorized Insurance Representative. For the avoidance of doubt, an Insurance

1 Representative cannot use Protected Material for any other purpose, including but not limited to use
 2 in any other litigation or arbitration proceeding.

3 2.13 2.8Non-Party: any natural person, partnership, corporation, association, or other
 4 legal entity not named as a Party to this actionAction.

5 2.14 Outside Counsel: attorneys, as well as their support staff to whom it is reasonably
 6 necessary to disclose the information for this Action (including but not limited to attorneys,
 7 paralegals, secretaries, law clerks, and investigators), who are not employees of a Party to this
 8 Action but are retained and have appeared in this Action to represent or advise a Party to this Action
 9 and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as
 10 Exhibit A.

11 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action but are
 12 retained to represent or advise a party to this action and have appeared in this action on behalf of that
 13 party or are affiliated with a law firm which has appeared on behalf of that party.

14 2.15 2.10Party: any party to this actionAction, including all of its officers, directors,
 15 employees (including House Counsel), consultants, retained experts, and Outside Counsel of
 16 Record(and their support staffs).

17 2.16 2.11Producing Party: a Party or Non-Party that produces Disclosure or Discovery
 18 Material in this actionAction.

19 2.17 2.12Professional Vendors: persons or entities that provide litigation support services
 20 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and processing,
 21 organizing, storing, reviewing, categorizing, or retrieving data in any form or medium) and their
 22 employees and subcontractors.

23 2.18 Protected Education Records (“PER”): has the meaning set forth under 20 U.S.C. §
 24 1232g; 34 CFR Part 99, the Family Educational Rights and Privacy Act (FERPA) and includes but
 25 is not limited to individually identifiable educational information.

26 2.19 Protected Health Information (“PHI”): has the meaning set forth in 45 C.F.R.
 27 §§ 160.103 and 164.501, being part of the implementing regulations of the Health Insurance
 28 Portability and Accountability Act of 1996, and includes but is not limited to individually
 identifiable health information, including demographic information, relating to either (a) the past,

1 present, or future physical or mental condition of an individual; (b) the provision of health care to
 2 an individual; or (c) the past, present, or future payment for health care provided to an individual
 3 which identifies the individual or with respect to which there is a reasonable basis to believe the
 4 information could be used to identify the individual.

5 2.20 2.13Protected Material: any Disclosure or Discovery Material that is or may be
 6 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL (COMPETITOR).”

7 2.21 2.14Receiving Party: a Party that receives Disclosure or Discovery Material from a
 8 Producing Party.

9 3. 3.SCOPE

10 3.1 The protections conferred by this ~~Stipulation and Stipulated Protective~~ Order cover
 11 not only Protected Material (as defined above), but also (1) any information copied or extracted
 12 from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
 13 and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal
 14 Protected Material.

15 3.2 However, theThe protections conferred by this ~~Stipulation and Stipulated Protective~~
 16 Order- however, do not cover the following information: (a) any information that is in the public
 17 domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its
 18 disclosure to a Receiving Party as a result of publication not involving a violation of this ~~Stipulated~~
 19 Protective Order, including becoming part of the public record through trial or otherwise; and (b)
 20 any information known to the Receiving Party prior to the disclosure or obtained by the Receiving
 21 Party after the disclosure from a source who obtained the information lawfully and under no
 22 obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall be
 23 governed by aseparate agreement or order.

24 4. 4.DURATION

25 Even after final disposition of this ~~litigation Action~~, the confidentiality obligations imposed
 26 by this ~~Stipulated Protective~~ Order shallremain in effect until a Designating Party agrees otherwise
 27 in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of
 28 (1) dismissal of all claims and defenses in this ~~action Action~~, with or without prejudice; and or (2)

1 final judgment ~~herein of the Action~~ after the completion and exhaustion of all appeals, rehearings,
 2 remands, trials, or reviews ~~of this action~~, including the time limits for filing any motions or
 3 applications for extension of time pursuant to applicable law and the time limits for filing a petition
 4 for writ of certiorari to the Supreme Court of the United States if applicable. ~~5~~The Court shall retain
 5 jurisdiction to enforce or modify this Stipulated Protective Order and to make further orders with
 6 respect to the use or confidentiality designations of Protected Material.

7 **DESIGNATING PROTECTED MATERIAL**

8 5.1 5.1Exercise of Restraint and Care in Designating Material for Protection. Each Party
 9 or Non-Party that designates information or items for protection under this Stipulated Protective
 10 Order must take care to limit any such designation to specific material that qualifies under the
 11 appropriate standards. ~~The~~To the extent it is practical to do so, the Designating Party must
 12 designate for protection only those parts of material, documents, items, information, or oral or
 13 written communications that ~~qualify~~—so qualify—so that other portions of the material, documents,
 14 items, information, or communications for which protection is not warranted are not swept
 15 unjustifiably within the ambit of this OrderStipulated Protective Order. Absent such a designation,
 16 except as required any independent statutory or regulatory obligation, the Receiving Party shall
 17 have no obligation to treat the disclosed material, documents, items, or oral or written
 18 communications as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL (COMPETITOR)” unless
 19 and until notified pursuant to Section 5.7 of an inadvertent failure to designate.

20 5.2 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
 21 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
 22 unnecessarily encumber or retard the case development process or to impose unnecessary expenses
 23 and burdens on other parties) expose the Designating Party to sanctions.

24 5.3 If it comes to a Designating Party’s attention that ~~information or items~~ Disclosure or
 25 Discovery Material that it designated for protection ~~do~~does not qualify for the protection initially
 26 asserted, that Designating Party must promptly notify all other Parties that it is withdrawing or
 27 revising the mistaken designation.

1 [5.4](#) [5.2](#)Manner and Timing of Designations. Except as otherwise provided in this
 2 [Stipulated Protective](#) Order (see, e.g., ~~second paragraph of section 5.2(a)~~[Section 5.5\(c\)](#) below), or as
 3 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under
 4 this [Stipulated Protective](#) Order must be clearly so designated before the material is disclosed or
 5 produced.

6 [5.5](#) Designation in conformity with this [Stipulated Protective](#) Order requires:
 7 (a) ~~(a)~~[For information](#) [Protected Material](#) [in documentary form](#) (e.g., paper or
 8 electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings),
 9 that the Producing Party affix the legend “CONFIDENTIAL” [or “HIGHLY CONFIDENTIAL](#)
 10 [\(COMPETITOR\)](#) to each page that contains ~~protected material~~[Protected Material](#). If only a portion
 11 or portions of the material on a page qualifies for protection, the Producing Party also must clearly
 12 identify the protected portion(s) (e.g., by making appropriate markings in the margins), [to the extent](#)
 13 [it is practical to do so](#). [For Protected Material that is produced in native electronic format, the](#)
 14 [designation legend must be included in the file name of the native documents and on any related](#)
 15 [imaged slipsheets when produced, and any Party when printing such Protected Material must affix](#)
 16 [the designated legend to each page of the printed copy](#).

17 (b) ~~A~~[Notwithstanding the foregoing](#), a Party or Non-Party that makes original
 18 documents or materials available for inspection need not designate them for protection until after
 19 the inspecting Party has indicated which material it would like copied and produced. During the
 20 inspection and before the designation, all of the material made available for inspection shall be
 21 ~~deemed~~[treated in accordance with the rules applicable to](#) [“HIGHLY CONFIDENTIAL.”](#)
 22 [\(COMPETITOR\)](#) [information](#). After the inspecting Party has identified the documents it wants
 23 copied and produced, the Producing Party must determine which documents, or portions thereof,
 24 qualify for protection under this [Stipulated Protective](#) Order. Then, before producing the specified
 25 documents, the Producing Party must affix the [appropriate legend](#) (“CONFIDENTIAL” ~~legend~~[or](#)
 26 [“HIGHLY CONFIDENTIAL \(COMPETITOR\)”](#)) to each page that contains Protected Material. If
 27 only a portion or portions of the material on a page qualifies for protection, the Producing Party also

1 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins),
 2 to the extent it is practical to do so.

3 ~~(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating
 4 Party identify on the record, before the close of the deposition, hearing, or other proceeding, all
 5 protected testimony.~~

6 (c) For testimony given in deposition, that the Designating Party designate any
 7 testimony or exhibits “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL (COMPETITOR)”
 8 either on the record before the close of the deposition or in writing on or before the later of thirty
 9 days after receipt of the final transcript or the date by which any review by the witness and
 10 corrections to the transcript are to be completed under Federal Rule of Civil Procedure 30. If any
 11 portion of a deposition is designated, the transcript shall be labeled with the appropriate legend in an
 12 obvious manner on the title page, and the title page must be followed by a list of all pages that have
 13 been designated as Protected Material and the level of protection being asserted by the Designating
 14 Party. If any portion of a videotaped deposition is designated, the original and all copies of any
 15 videotape, DVD, or other media container shall be labeled with the appropriate legend in an obvious
 16 manner. The Party initiating the deposition shall inform the court reporter of these requirements.

17 Pending designation as set forth above, the entire transcript, including exhibits, shall
 18 be treated in accordance with the rules applicable to “HIGHLY CONFIDENTIAL
 19 (COMPETITOR)” information. If no designation is made within the time period above, the
 20 transcript shall be considered not to contain any “CONFIDENTIAL” or “HIGHLY
 21 CONFIDENTIAL (COMPETITOR)” information. The foregoing provision is expressly subject to
 22 the restrictions set forth in Section 5.6 below.

23 (d) ~~(e) for information~~ For Protected Material produced in some form other than
 24 documentary and for any other tangible items, that the Producing Party affix in a prominent place
 25 on the exterior of the container or containers in which the ~~information or item is~~ Protected Material
 26 ~~is produced or~~ stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
 27 (COMPETITOR).” If only a portion or portions of the information or item warrant protection, the
 28 Producing Party, to the extent practicable, shall identify the protected portion(s) and specify the
~~level of protection being asserted.~~

1 5.6 [5.3 Inadvertent](#) Any Protected Material that is used in the taking of a deposition shall
 2 remain subject to the provisions of this Stipulated Protective Order, along with the transcript pages
 3 and videotape of the deposition testimony dealing with such Protected Material. The use of
 4 Protected Material as an exhibit at a deposition or other pretrial proceeding will not in any way
 5 affect its designation as Protected Material. Counsel for any Producing Party shall have the right to
 6 exclude from oral depositions, other than the deponent and deponent's counsel, any person who is
 7 not authorized by this Stipulated Protective Order to receive or access Protected Material based on
 8 the designation of such Protected Material. Such right of exclusion shall be applicable only during
 9 periods of examination or testimony regarding such Protected Material. Parties shall give other
 10 Parties notice if they reasonably expect a deposition or other pretrial proceeding to include
 11 Protected Material so that the other Parties can ensure that only authorized individuals who have
 12 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A) are present at those
 13 proceedings.

14 5.7 [Failures to Designate](#). If timely corrected, an inadvertent failure to designate
 15 qualified ~~information or items~~ Disclosure or Discovery Material does not, standing alone, waive the
 16 Designating Party's right to secure protection under this [Stipulated Protective Order](#) for such
 17 material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts
 18 to assure that the material is treated in accordance with the provisions of this ~~Order~~⁶[Stipulated](#)
 19 [Protective Order](#) and shall return or destroy, at the Designating Party's option, all qualified
 20 information or items that were not designated properly.

21 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

22 6.1 [6.4 Timing of Challenges](#). Any Party or Non-Party may challenge a designation of
 23 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
 24 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
 25 burdens, or a significant disruption or delay of ~~the litigation~~[this Action](#), a Party does not waive its
 26 right to challenge a confidentiality designation by electing not to mount a challenge promptly after
 27 the original designation is disclosed.

1 **6.2** ~~6.2~~Meet and Confer. The Challenging Party shall initiate the dispute resolution
 2 process by providing written notice of each designation it is challenging and describing the basis for
 3 each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice
 4 must recite that the challenge to confidentiality is being made in accordance with this specific
 5 paragraph of the **Stipulated** Protective Order. The parties shall attempt to resolve each challenge in
 6 good faith and must begin the process by conferring directly (in voice-to-**to**-voice dialogue; other
 7 forms of communication are not sufficient) within ~~14~~**fourteen** days of the date of service of notice.
 8 In conferring, the Challenging Party must explain the basis for its belief that the confidentiality
 9 designation was not proper and must give the Designating Party an opportunity to review the
 10 designated material, to reconsider the circumstances, and, if no change in designation is offered, to
 11 explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of
 12 the challenge process only if it has engaged in this meet-and-and-confer process first or establishes
 13 that the Designating Party is unwilling to participate in the meet-and-and-confer process in a timely
 14 manner.

15 **6.3** ~~6.3~~Judicial Intervention. If the Parties cannot resolve a challenge without court
 16 intervention, the Designating Party ~~shall~~**may** file and serve a motion to retain **the** confidentiality
 17 **designation** under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable)
 18 within 21 days of the initial notice ~~of challenge~~ or within 14 days of the ~~parties~~**Parties** agreeing that
 19 the meet and confer process will not resolve their dispute, whichever is earlier. Each such motion
 20 must be accompanied by a competent declaration affirming that the movant has complied with the
 21 meet and confer requirements imposed in the preceding paragraph. Failure by the Designating Party
 22 to make such a motion including the required declaration within ~~21 days (or 14 days, if applicable)~~
 23 **the specified time period** shall automatically waive the confidentiality designation for each
 24 challenged designation. In addition, the Challenging Party may file a motion challenging a
 25 confidentiality designation at any time if there is good cause for doing so, including a challenge to
 26 the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to
 27 this provision must be accompanied by a competent declaration affirming that the movant has
 28 complied with the meet and confer requirements imposed by the preceding paragraph.

1 6.4 The burden of persuasion in any such challenge proceeding shall be on the
 2 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or
 3 impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to
 4 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file
 5 a motion to retain confidentiality as described above, all ~~parties~~Parties shall continue to afford the
 6 material in question the level of protection to which it is entitled under the Producing Party's
 7 designation until the ~~court~~Court rules on the challenge.~~7~~.

8 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

9 7.1 ~~7.1~~Basic Principles. A Receiving Party may use Protected Material ~~that is disclosed~~
 10 ~~or produced by another Party or by a Non Party~~ in connection with this ~~case~~Action only for
 11 prosecuting, defending, or attempting to settle this ~~litigation~~Action. ~~Such~~ Protected Material may be
 12 disclosed only to the categories of persons and under the conditions described in this ~~Order~~.When
 13 ~~the litigation has been terminated, a Receiving Party must comply with the provisions of section 13~~
 14 ~~below (FINAL DISPOSITION)~~Stipulated Protective Order.

15 Protected Material must be stored and maintained by a Receiving Party at a location
 16 and in a secure manner that ensures that access is limited to the persons authorized under this Order.
 17 When this Action has been terminated, a Receiving Party must comply with the provisions of
 18 Section 13 below (FINAL DISPOSITION).

19 7.2 ~~7.2~~Pre-Trial Disclosure of "CONFIDENTIAL" ~~Information or Items~~Protected
 20 Material. Unless otherwise ordered by the ~~court~~Court or permitted in writing by the Designating
 21 Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only
 22 to:

23 (a) ~~(a)~~ the Receiving Party's Outside Counsel ~~of Record in this action, as well as~~
 24 ~~employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the~~
 25 ~~information for this litigation and who have signed the "Acknowledgment and Agreement to Be~~
 26 ~~Bound" that is attached hereto as Exhibit A;~~

27 (b) ~~(b)~~ the officers, directors, and employees (including House Counsel) of the
 28 Receiving Party Insurance Representatives to whom disclosure is reasonably necessary for this

1 ~~litigation~~Action, consistent with the restrictions set forth in Sections 2.12, 7.6, and 8, and who have
 2 ~~signed~~executed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (c) ~~(e)~~the Receiving Party, or the officers, directors, and employees (including
 4 House Counsel) of the Receiving Party (if an entity) to whom disclosure is reasonably necessary for
 5 this Action:

6 (d) Experts (as defined in this Stipulated Protective Order) of the Receiving Party
 7 to whom disclosure is reasonably necessary for this ~~litigation~~Action and who have signed the
 8 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 (e) ~~(d)~~the courtCourt and its personnel;

10 (f) ~~(e)~~court reporters and their staff;

11 (g) professional jury or trial consultants,and mock jurors or focus group
 12 members who have signed a confidentiality agreement, and Professional Vendors to whom
 13 disclosure is reasonably necessary for this ~~litigation and who have~~Action and whose representative
 14 has signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (h) ~~(f)~~ during their depositions, witnesses in the ~~action~~Action to whom
 16 disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to
 17 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.
 18 ~~Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material~~
 19 ~~must be separately bound by the court reporter and may not be disclosed to anyone except as~~
 20 ~~permitted under this Stipulated Protective Order.~~

21 (i) any mediator who is assigned to hear this Action, and his or her staff, who
 22 have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A):

23 (j) ~~(g)~~the author or recipient of a document containing the Protected Material;
 24 and

25 (k) ~~information or a~~any custodian or other person who otherwise possessed or
 26 knew the information contained in the Protected Material.

27 7.3 8. Any party producing or disclosing any PHI or PER as defined herein will designate
 28 it “CONFIDENTIAL” under this Stipulated Protective Order.

1 7.4 Documents designated as “HIGHLY CONFIDENTIAL (COMPETITOR)” will be
2 treated in the same manner as documents designated “CONFIDENTIAL,” except that the
3 documents may not be disclosed to the individual Plaintiffs or officers, directors, and employees of
4 the Receiving Party (if an entity), including House Counsel, unless that person otherwise meets the
5 requirements of 7.2 (j) or (k).

6 7.5 This Stipulated Protective Order shall not be construed to restrict or limit the use,
7 dissemination, or disposition by the Designating Party of its own information that it designates as
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL (COMPETITOR).”

9 7.6 Disclosure of Protected Material to Designated House Counsel or Insurance
10 Representatives. Any Protected Material provided to Designated House Counsel or Insurance
11 Carriers pursuant to Sections 7.2(b) or 7.4 above, shall be provided through a secure, third-party
12 platform and access shall be limited to read-only. Each Designated House Counsel or Insurance
13 Representative shall be provided their own access credentials, which they shall not share with
14 anyone else.

15

16 **8. CHALLENGES TO DESIGNATED HOUSE COUNSEL OR INSURANCE**
REPRESENTATIVES

17

18 8.1 Unless otherwise ordered by the Court or agreed to in writing by the Designating
19 Party, before disclosing any Protected Material designated as “CONFIDENTIAL” (in the case of
20 Insurance Representatives) or “HIGHLY CONFIDENTIAL (COMPETITOR)” (in the case of a
21 Party’s Designated House Counsel), a Party must submit in writing to the Designating Party a
22 written statement that: (1) sets forth the full name of each Designated House Counsel or Insurance
23 Representative and the city and state of his or her residence, and (2) (for Insurance Representatives
24 only) states the Insurance Representative’s job title and a brief explanation regarding the
25 individual’s need to know the Confidential Information, and (3) (for Designated House Counsel
26 only) describes each Designated House Counsel’s primary job duties and responsibilities in
27 sufficient detail to determine if each Designated House Counsel is involved in Competitive
28 Decision-Making. If at any time, a Party decides to replace a Designated House Counsel or

1 Insurance Representative, the Party must submit a written statement regarding its proposed
2 replacement Designated House Counsel or Insurance Representative pursuant to this paragraph and
3 follow the procedures in Sections 8.2 and 8.3 below.

4 8.2 A Party may disclose Protected Material to its Designated House Counsel or to an
5 Insurance Representative in accordance with the provisions of this Stipulated Protective Order
6 unless the Party receives a written objection from a Designating Party within 10 days of receiving
7 notice as described in Section 8.1. If the Party replaces any of its Designated House Counsel or
8 Insurance Representatives pursuant to Section 8.1, the Party may disclose Protected Material in
9 accordance with this Stipulated Protective Order unless such Party receives a written objection from
10 a Designating Party within 10 days of receiving the Party's written statement. Any objection must
11 set forth in detail the grounds on which it is based.

12 8.3 If a Party receives a timely written objection, it must meet and confer with the
13 Designating Party to try to resolve the matter by agreement within 7 days of the written objection.
14 If no agreement is reached, the Designating Party will then have 7 additional days to comply with
15 the dispute resolution procedures in Magistrate Judge Hixson's Standing Order or to file a motion
16 with the Court objecting to the Designated House Counsel or Insurance Representative. The Party
17 will not disclose any "CONFIDENTIAL" designated Protected Material to Insurance
18 Representatives or "HIGHLY CONFIDENTIAL (COMPETITOR)" designated Protected Material
19 to the proffered Designated House Counsel pending resolution of the dispute.

20

21 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
LITIGATION

23 9.1 If a Party or other person or entity authorized to receive Protected Material under
24 Section 7 is served with a subpoena or ~~a~~ court order issued in other litigation that compels
25 disclosure of any ~~information or items designated in this action as "CONFIDENTIAL," Protected~~
26 Material that Party must:

27 (a) (a) promptly notify in writing the Designating Party. Such notification shall
28 include, including a copy of the subpoena or court order;

1 **(b)** promptly notify in writing the party who caused the subpoena or order to
 2 issue in the other ~~litigation matter~~ that some or all of the material covered by the subpoena or order
 3 is subject to this Stipulated Protective Order. Such notification shall include a copy of this
 4 Stipulated Protective Order; and

5 **(c)** ~~(e)~~ cooperate with respect to all reasonable procedures sought to be pursued
 6 by the Designating Party whose Protected Material may be affected.

7 9.2 If the Designating Party timely seeks a protective order, the Party served with the
 8 subpoena or court order shall not produce any ~~information designated in this action as~~
 9 ~~"CONFIDENTIAL"~~ Protected Material before a determination by the court from which the
 10 subpoena or order issued, unless the Party has obtained the Designating Party's permission. The
 11 Designating Party shall bear the burden and expense of seeking protection in that court of its
 12 confidential material-. Any agreement by a Designating Party that Protected Material may be
 13 produced in response to a subpoena or order does not in any way waive the protections —and
 14 nothing this Stipulated Protective Order provides against disclosure in any other matter, including
 15 this Action.

16 9.3 The provisions set forth herein are not intended to, and do not, restrict in any way the
 17 procedures set forth in Federal Rule of Civil Procedure 45(d)(3) or (f). Nothing in these provisions
 18 should be construed as authorizing or encouraging a Receiving Party in this ~~action~~ Action to
 19 disobey a lawful directive from another court.

20 **10. 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
THIS LITIGATION ACTION

22 10.1 ~~(a)~~ The terms of this Stipulated Protective Order are applicable to ~~information~~
 23 Protected Material produced by a Non-Party in this ~~action and designated as "CONFIDENTIAL."~~
 24 ~~Such information~~ Action. Such Protected Material produced by Non-Parties in connection with this
 25 ~~litigation~~ Action is protected by the remedies and relief provided by this Stipulated Protective
 26 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
 27 additional protections.

1 10.2 ~~(b)~~In the event that a Party is required, by a valid discovery request, to produce a
2 Non-Party's confidential information in its possession, and the Party is subject to an agreement with
3 the Non-Party not to produce the Non-Party's confidential information, then the Party shall ~~½~~
4

5 (a) ~~(1)~~promptly notify in writing the Requesting Party and the Non-Party that
6 some or all of the information requested is subject to a confidentiality agreement with a Non-Party~~½~~
7

8 (b) ~~(2)~~promptly provide the Non-Party with a copy of the Stipulated Protective
9 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of
10 the information requested; and

11 (c) ~~(3)~~make the information requested available for inspection by the Non-Party.

12 10.3 ~~(e)~~If the Non-Party fails to object or seek a protective order from this ~~court~~Court
13 within 14 days ~~of after~~ receiving the notice and accompanying information, then the Receiving
14 Party may produce the Non-Party's confidential information responsive to the discovery request. If
15 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any of the
16 Non-Party's information in its possession or control that is subject to the confidentiality agreement
17 with the Non-Party before a determination by the ~~court~~Court. Absent a court order to the contrary,
the Non-Party shall bear the burden and expense of seeking protection in this ~~court~~Court of its
Protected Material.~~10~~.

18 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19 11.1 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
20 Protected Material to any person or in any circumstance not authorized under this Stipulated
21 Protective Order, the Receiving Party must immediately ~~(a)~~:
22

23 (a) notify in writing the Designating Party of the unauthorized ~~disclosures~~,~~(b)~~
disclosure(s):

24 (b) use its best efforts to retrieve all unauthorized copies of the
25 Protected Material,~~(c)~~:

26 (c) inform the person or persons to whom unauthorized disclosures were made of
27 all the terms of this Stipulated Protective Order~~½~~ and~~(d)~~

1 (d) request such person or persons to execute the "Acknowledgment and
 2 Agreement to Be Bound" that is attached hereto as Exhibit A.

3 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
 MATERIAL**

4 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material
 5 is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those
 6 set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 7 whatever procedure may be established in an e-discovery order that provides for production without
 8 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties
 9 reach an agreement on the effect of disclosure of a communication or information covered by the
 10 attorney-client privilege or work product protection, the parties may incorporate their agreement in the
 11 stipulated protective order submitted to the court.

12.2 Nothing in these provisions limits or prohibits a Party or Non-Party from seeking
 13 any available legal or equitable remedies or relief for the unauthorized disclosure of its Protected
 14 Material, including but not limited to attorneys' fees and costs associated with enforcing its rights
 15 under this Stipulated Protective Order.

12 **MISCELLANEOUS**

13.1 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges the
 14 right of any person or Party to seek its modification by the court Court in the future.

15.2 12.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated
 16 Protective Order no Party waives any right it otherwise would have to object to disclosing or
 17 producing any information or item Disclosure or Discovery Material on any ground not addressed
 18 in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to
 19 use in evidence of any of the material Disclosure or Discovery Material covered by this Stipulated
 20 Protective Order.

21.3 12.3 Filing Protected Material. Without written permission from the Designating
 22 Party or a court Court order secured after appropriate notice to all interested persons parties, a Party
 23 may not file in the public record in this action Action any Protected Material. A Party that seeks to
 24 file under seal any Protected Material must comply with Civil Local Rule 79-5. unless otherwise
 25 permitted or ordered by the Court, and Protected Material may only be filed under seal pursuant to a
 26 court Court order authorizing the sealing of the specific Protected Material at issue. Pursuant to
 27 Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected
 28 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under

1 ~~the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local~~
 2 ~~Rule 79-5 is denied by the court. If a Court determines that certain Protected Material may not be~~
 3 ~~filed under seal~~, then the Receiving Party may file the information in the public record ~~pursuant to~~
 4 ~~Civil Local Rule 79-5~~ unless otherwise instructed by the ~~court~~Court.

5 12.4 Prosecution Bar. Absent written consent from the Designating Party, any individual
 6 bound by this agreement who receives access to “HIGHLY CONFIDENTIAL (COMPETITOR)”
 7 Protected Material must not be involved in the prosecution of patents or patent applications relating
 8 to the subject matter of the “HIGHLY CONFIDENTIAL (COMPETITOR)” Protected Material. For
 9 purposes of this paragraph, “prosecution” includes directly or indirectly drafting, amending,
 10 advising, or otherwise affecting the scope or maintenance of patent claims. Prosecution includes, for
 11 example, original prosecution, reissue, and reexamination and other post-grant proceedings. This
 12 Prosecution Bar begins when access to “HIGHLY CONFIDENTIAL (COMPETITOR)” Protected
 13 Material is first received by the individual and ends two (2) years after final disposition of this
 14 Action has expired, as defined by Section 4.

15 12.5 Privilege Logs. The Parties’ agreement regarding the requirements for, timing,
 16 format, and content of privilege logs will be memorialized in a separate agreement.

17 12.6 Production of Privileged or Otherwise Protected Material. The Parties will request
 18 the Court to enter a separate order under Fed. R. Evid. 502(d) that governs the production of
 19 Disclosure and Discovery Material that is protected from discovery.

20 12.7 Source Code. This Stipulated Protective Order is not intended to, and does not,
 21 govern the confidential treatment of Defendants’ Source Code. The Parties agree to address the
 22 confidential treatment of Defendants’ Source Code in a separate protective order.¹³

23 **13. FINAL DISPOSITION**

24 13.1 Within 60 days after the final disposition of this Action, as defined in Section 4, each
 25 Receiving Party must return all Protected Material to the Producing Party or destroy such material
 26 and provide written confirmation of destruction.

27 13.2 Notwithstanding the foregoing, any Receiving Party that is an insurance company
 28 with a potential coverage obligation with respect to this Action, or a Defendant that is pursuing

1 insurance coverage for this Action, shall be permitted to retain copies of Protected Material subject
2 to all requirements of this Stipulated Protective Order and solely to the extent such retention is
3 necessary to comply with applicable law and its regulatory and contractual obligations or to pursue
4 insurance coverage from its insurer; and such insurance company and Defendant shall return or
5 destroy such Protected Material within 60 days of the end of the above-stated reasons or obligations
6 to retain the Protected Material.

7 13.3 ~~Within 60 days after the final disposition of this action, as defined in paragraph 4,~~
8 ~~each Receiving Party must return all Protected Material to the Producing Party or destroy such~~
9 ~~material.~~ As used in this subdivision, “~~all~~ Protected Material” includes all copies, abstracts,
10 compilations, summaries, and any other format reproducing or capturing any of the Protected
11 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
12 promptly thereafter submit a written certification to the Producing Party (and, if not the same person
13 or entity, to the Designating Party) by the ~~60-~~ day deadline that (1) identifies (by category, where
14 appropriate) all of the Protected Material that was returned or destroyed and (2) affirms ~~that~~ the
15 Receiving Party has not retained any copies, abstracts, compilations, summaries-or any other
16 format reproducing or capturing any of the Protected Material. Notwithstanding this provision,
17 Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
18 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports,
19 a Party’s own client records, attorney work product, and consultant and expert work product, even if
20 such materials contain Protected Material. Any such archival copies that contain or constitute
21 Protected Material remain subject to this Stipulated Protective Order as set forth in Section 4
22 (DURATION).

23 ~~IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.~~

24 ~~DATED:~~ _____ ~~Attorney for Plaintiff~~

25
26 ~~DATED:~~ _____ ~~Attorney for Defendant~~

27
28 ~~PURSUANT TO STIPULATION, IT IS SO ORDERED.~~

1 **DATED:** _____
2 _____ United States District/Magistrate Judge
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EXHIBIT A

IT IS SO STIPULATED

/S/DRAFT

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/s/DRAFT

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Facsimile: (202) 232-5513

Plaintiffs' Co-Lead Counsel

[INSERT DEFS SIGNATURE BLOCKS]

1 IT IS SO ORDERED.

2
3
4 YVONNE GONZALEZ ROGERS
5 UNITED STATES DISTRICT JUDGE

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1 **IN THE UNITED STATES DISTRICT COURT**
2 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

3 IN RE: *Social Media Adolescent*) Case No. 4:22-MD-03047-YGR
4 *Addiction/Personal Injury Products Liability*)
5 *Litigation*) MDL No. 3047
6 This document relates to:)
7 ALL ACTIONS)
8

9 **EXHIBIT A: ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

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